



# *City of Charleston*

*South Carolina*

## **NOTICE OF MEETING**

A meeting of the Committee on Real Estate will be held beginning at 4:00 p.m., January 12, 2016, at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

### **AGENDA**

Invocation

Approval of Minutes: December 14, 2015

- a.) Request approval of the Mayor to execute the attached First Amendment to Parking Agreement between the City of Charleston ("City") and Rivers Enterprises Inc., the Charleston Gateway Center, LLC, Mazyck Holdings, LLC ("Rivers"), and Transamerica Financial Life Insurance Company ("Lender"). (TMS: 459-13-04-001; 24 Calhoun Street – Aquarium Garage) [Ordinance]
- b.) Request approval of the Mayor to execute the attached First Amendment to Parking Agreement between the City of Charleston ("City") and Rivers Enterprises Inc., the Charleston Gateway Center, LLC, Mazyck Holdings, LLC ("Rivers"), and Transamerica Financial Life Insurance Company ("Lender"). (TMS: 458-01-01-001; 33 Alexander Street – Gaillard Center Garage) [Ordinance]
- c.) Consider the following annexation:
  - i.) 2116 Saint James Drive (TMS# 343-02-00-073) 0.24 acre, James Island (District 11)

a.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: 1/12/16

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 24 Calhoun Street

TMS: 4591304001

Action Request: Request approval of the Mayor to execute the attached First Amendment to Parking Agreement between the City of Charleston ("City") and Rivers Enterprises Inc., the Charleston Gateway Center, LLC, Mazyck Holdings, LLC ("Rivers"), and Transamerica Financial Life Insurance Company ("Lender").

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☐

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>Frances J. Cantwell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management		<input checked="" type="checkbox"/>
<u>Manager</u>	<u>Mark D. Aubin</u>	<input checked="" type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☐

If yes, was funding previously approved?\* Yes ☐ No ☐

If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

**\*Commercial Property and Community & Housing Development have an additional form.**

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: 1/12/16

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 24 Calhoun Street

TMS: 4591304001

ACTION REQUEST: Request approval of the Mayor to execute the attached First Amendment to Parking Agreement between the City of Charleston ("City") and Rivers Enterprises Inc., the Charleston Gateway Center, LLC, Mazyck Holdings, LLC ("Rivers"), and Transamerica Financial Life Insurance Company ("Lender").

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☐

### **ACTION:** What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **DONATION/TRANSFER**  
Donated By: \_\_\_\_\_

☐ **FORECLOSURE**  
Terms: \_\_\_\_\_

☐ **PURCHASE**  
Terms: \_\_\_\_\_

☐ **CONDEMNATION**  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **SALE** Seller (Property Owner) \_\_\_\_\_ Purchaser \_\_\_\_\_

☐ **NON-PROFIT ORG, please name** \_\_\_\_\_  
Terms: \_\_\_\_\_

☐ **OTHER**  
Terms: \_\_\_\_\_

☐ **EASEMENT** Grantor (Property Owner) \_\_\_\_\_ Grantee \_\_\_\_\_

## COMMERCIAL REAL ESTATE FORM

☐

PERMANENT

Terms: \_\_\_\_\_

☐

TEMPORARY

Terms: \_\_\_\_\_

☒

**PARKING  
AGREEMENT**

Lessor City of Charleston

Lessee: Rivers Enterprises

☐

INITIAL

Terms: \_\_\_\_\_

☐

RENEWAL

Terms: \_\_\_\_\_

☒

AMENDMENT

The City hereby agrees to increase the Rivers parking allotment in the Aquarium Garage from 100 (up to 150) parking spaces to a total of no more than 200 parking spaces. All other terms and conditions of the original agreement dating July 21, 1998 remain the same.

Terms: \_\_\_\_\_

☐

**Improvement of Property**

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes

☐

No

☐

N/A

☒

Results: \_\_\_\_\_

Signature: \_\_\_\_\_

*Mark D. Ambler, Manager*

Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

**NEED:** Identify any critical time constraint(s).



Ratification  
Number \_\_\_\_\_

# AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A FIRST AMENDMENT TO PARKING AGREEMENT PERTAINING TO A PARKING AGREEMENT FOR SPACES AT THE AQUARIUM GARAGE, SAID AGREEMENT BEING DATED JULY 21, 1998, ORIGINALLY BETWEEN THE CITY AND RIVERS ENTERPRISES, INC., CHARLESTON GATEWAY CENTER, LLC AND JOHN M. RIVERS, JR., SAID AGREEMENT SUBSEQUENTLY BEING ASSIGNED IN PART TO MAZYCK HOLDINGS, LLC AND COLLATERALLY ASSIGNED TO TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY, AS LENDER.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute on behalf of the City a First Amendment to Parking Agreement pertaining to a Parking Agreement for spaces at the Aquarium Garage, said Agreement being dated July 21, 1998, originally between the City and Rivers Enterprises, Inc., Charleston Gateway Center, LLC and John M. Rivers, Jr., said Agreement subsequently being assigned in part to Mazyck Holdings, LLC and collaterally assigned to Transamerica Financial Life Insurance Company, as Lender, a copy of said First Amendment to Parking Agreement being attached to this Ordinance as Exhibit A and made a part hereof.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of  
\_\_\_\_\_ in the Year of Our Lord, 2016,  
and in the \_\_\_\_\_<sup>th</sup> Year of the Independence of  
the United States of America

\_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF CHARLESTON            )     **FIRST AMENDMENT TO  
PARKING AGREEMENT**

This First Amendment to Parking Agreement entered this \_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Charleston, a South Carolina municipal corporation ("City"), Rivers Enterprises, Inc., Charleston Gateway Center, LLC, Mazyck Holdings, LLC, and John M. Rivers, Jr. ("Rivers").

**RECITALS**

WHEREAS, City, Rivers Enterprises, Inc., the Charleston Gateway Center, LLC, and Rivers entered a Parking Agreement on July 21, 1998 (the "Agreement") that was approved by ordinance ratified by the council of the City on July 21, 1998, Ratification No. 1998-144; and,

WHEREAS, after the entry of the Agreement, by deed dated December 11, 2001, recorded on December 14, 2001, in Book Y 390 at page 436 in the RMC Office for Charleston County, Rivers conveyed to Mazyck Holdings, LLC certain real property benefited by the Agreement and Mazyck Holdings, LLC, in turn, entered a ground lease for the real property with Charleston Gateway Center, LLC; and,

WHEREAS, the parties to the Agreement desire to amend the Agreement in the particulars set forth below with the consent and concurrence of Mazyck Holdings, LLC.

NOW, THEREFORE, in consideration of the premises and the sum of One and 00/100 (\$1.00) Dollar paid by each of the parties to the others, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 1 of the Agreement is amended by deleting the following sentences:

The City shall provide up to one hundred fifty (150) non-designated parking spaces to Rivers on a monthly basis in the Garage. The City shall guarantee the availability of no less than one hundred (100) parking spacing spaces on the same basis. The one hundred fifty (150) spaces provided to Rivers may be reduced to the guaranteed minimum of one hundred (100) but no less.

These sentences shall be replaced with the following:

The City shall provide up to two hundred (200) non-designated parking spaces to Rivers on a monthly basis in the Garage. The City shall guarantee the availability of the two hundred (200) spaces on the same basis.

In all other respects, Paragraph 1 of the Agreement remains unchanged.

2. Paragraph 2 of the Agreement is amended by deleting the words “one hundred fifty (150)”, and substituting in their place and stead the words “two hundred (200).”

3. Paragraphs 3 and 6 of the Agreement are deleted.

4. In all other respects, all terms and conditions of the Agreement not specifically modified herein remain as stated in the Agreement and remain in full force and effect.

IN WITNESS WHEREOF, the City, John M. Rivers, Jr., Rivers Enterprises, Inc., Mazyck Holdings, LLC, and Charleston Gateway Center, LLC, as of the day and year first above written, have caused this Agreement to be executed under seal.

[Signature Pages to Follow]

CITY OF CHARLESTON

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
John J. Tecklenburg  
Mayor, City of Charleston

\_\_\_\_\_  
Witness/Notary

Attest: \_\_\_\_\_  
Vanessa Turner-Maybank  
Clerk of Council

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON    )

Before me, the undersigned Notary Public, personally appeared the City of Charleston by John J. Tecklenburg, its Mayor, and Vanessa Turner-Maybank, its Clerk of Council, who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2016, and acknowledged that they executed the same.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for South Carolina

(Signatures continue on following page)

Witnesses

JOHN M. RIVERS, JR.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

STATE OF SOUTH CAROLINA )

)

COUNTY OF CHARLESTON )

Before me, the undersigned Notary Public, personally appeared John M. Rivers, Jr. who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2016, and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires:\_\_\_\_\_

(Signatures continue on following page)

Witnesses

RIVERS ENTERPRISES, INC.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
John M. Rivers, Jr., Its President

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON    )

Before me, the undersigned Notary Public, personally appeared Rivers Enterprises, Inc. by John M. Rivers, Jr., its President, who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2016, and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

(Signatures continue on following page)

Witnesses

CHARLESTON GATEWAY CENTER,  
L.L.C.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
John M. Rivers, Jr., its Manager

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON        )

Before me, the undersigned Notary Public, personally appeared Charleston Gateway Center, L.L.C. by John M. Rivers, Jr., its Manager, who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2016, and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

(Signatures continue on following page)

Witnesses

MAZYCK HOLDINGS, LLC

\_\_\_\_\_

By: Rivers Enterprises, Inc., its Manager

\_\_\_\_\_

By: \_\_\_\_\_  
John M. Rivers, Jr., its President

STATE OF SOUTH CAROLINA )

)

COUNTY OF CHARLESTON )

Before me, the undersigned Notary Public, personally appeared Mazyck Holdings, LLC, by Rivers Enterprises, Inc., its Manager, by John M. Rivers, Jr., its President, who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2016, and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

b.)

**REAL ESTATE COMMITTEE**  
**GENERAL FORM**

TO: Real Estate Committee DATE: 1/12/16

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 33 Alexander Street

TMS: 4580101001

Action Request: Request approval of the Mayor to execute the attached First Amendment to Parking Agreement between the City of Charleston ("City") and Rivers Enterprises Inc., the Charleston Gateway Center, LLC, Mazyck Holdings, LLC ("Rivers"), and Transamerica Financial Life Insurance Company ("Lender").

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☐

**COORDINATION:** The request has been coordinated with:  
*All supporting documentation must be included*

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>Frances J. Cantrell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management		<input checked="" type="checkbox"/>
<u>Manager</u>	<u>Mark D. Graham</u>	<input checked="" type="checkbox"/>

**FUNDING:** Was funding needed? Yes ☐ No ☐

If yes, was funding previously approved?\* Yes ☐ No ☐

If approved, provide the following: Dept/Div. \_\_\_\_\_ Acct: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**NEED:** Identify any critical time constraint(s).

\*Commercial Property and Community & Housing Development have an additional form.

## COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: 1/12/16

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 33 Alexander Street

TMS: 4580101001

ACTION REQUEST: Request approval of the Mayor to execute the attached First Amendment to Parking Agreement between the City of Charleston ("City") and Rivers Enterprises Inc., the Charleston Gateway Center, LLC, Mazyck Holdings, LLC ("Rivers"), and Transamerica Financial Life Insurance Company ("Lender").

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☐

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**ACTION: What action is being taken on the Property mentioned?**

<input type="checkbox"/>	<b>ACQUISITION</b>	Seller (Property Owner) _____	Purchaser _____
<input type="checkbox"/>	<b>DONATION/TRANSFER</b>	Donated By: _____	
<input type="checkbox"/>	<b>FORECLOSURE</b>	Terms: _____	
<input type="checkbox"/>	<b>PURCHASE</b>	Terms: _____	
<input type="checkbox"/>	<b>CONDEMNATION</b>	Terms: _____	
<input type="checkbox"/>	<b>OTHER</b>	Terms: _____	

<input type="checkbox"/>	<b>SALE</b>	Seller (Property Owner) _____	Purchaser _____
<input type="checkbox"/>	<b>NON-PROFIT ORG, please name</b>	_____	
	<b>Terms:</b>	_____	
<input type="checkbox"/>	<b>OTHER</b>	_____	
	<b>Terms:</b>	_____	

<input type="checkbox"/>	<b>EASEMENT</b>	Grantor (Property Owner) _____	Grantee _____
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## COMMERCIAL REAL ESTATE FORM

☐

PERMANENT

Terms: \_\_\_\_\_

☐

TEMPORARY

Terms: \_\_\_\_\_

☒

**PARKING  
AGREEMENT**

Lessor City of Charleston

Lessee: Rivers Enterprises

☐

INITIAL

Terms: \_\_\_\_\_

☐

RENEWAL

Terms: \_\_\_\_\_

☒

**AMENDMENT**

The City hereby agrees to reduce the Rivers parking allotment in the Gaillard Garage from 100 (up to 150) parking spaces to a total of no more than 80 parking spaces. The term of this agreement will be amended to a period of 30 years plus two 10 year options. All other terms and conditions of the original agreement dating July 20, 1999

Terms: remain the same.

☐

**Improvement of Property**

Owner: \_\_\_\_\_

Terms: \_\_\_\_\_

**BACKGROUND CHECK:** If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

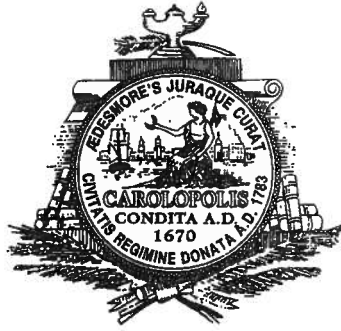
Results: \_\_\_\_\_

Signature: Mark D. Andrew, Manager

Director Real Estate Management

**ADDITIONAL:** Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

**NEED:** Identify any critical time constraint(s).



Ratification  
Number \_\_\_\_\_

## AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A FIRST AMENDMENT TO PARKING AGREEMENT PERTAINING TO A PARKING AGREEMENT FOR SPACES AT THE GAILLARD COMPLEX, SAID AGREEMENT BEING DATED JULY 20, 1999, ORIGINALLY BETWEEN THE CITY AND RIVERS ENTERPRISES, INC., CHARLESTON GATEWAY CENTER, LLC AND JOHN M. RIVERS, JR., SAID AGREEMENT SUBSEQUENTLY BEING ASSIGNED IN PART TO MAZYCK HOLDINGS, LLC AND COLLATERALLY ASSIGNED TO TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY, AS LENDER.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute on behalf of the City a First Amendment to Parking Agreement pertaining to a Parking Agreement for spaces at the Gaillard Complex, said Agreement being dated July 20, 1999, originally between the City and Rivers Enterprises, Inc., Charleston Gateway Center, LLC and John M. Rivers, Jr., said Agreement subsequently being assigned in part to Mazyck Holdings, LLC and collaterally assigned to Transamerica Financial Life Insurance Company, as Lender, a copy of said First Amendment to Parking Agreement being attached to this Ordinance as Exhibit A and made a part hereof.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_ day of  
\_\_\_\_\_ in the Year of Our Lord, 2016,  
and in the \_\_\_\_<sup>th</sup> Year of the Independence of  
the United States of America

\_\_\_\_\_  
John J. Tecklenburg, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Council

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF CHARLESTON            )     **FIRST AMENDMENT TO  
PARKING AGREEMENT**

This First Amendment to Parking Agreement entered this \_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Charleston, a South Carolina municipal corporation ("City"), Rivers Enterprises, Inc., Charleston Gateway Center, LLC, Mazyck Holdings, LLC, John M. Rivers, Jr. ("Rivers"), and Transamerica Financial Life Insurance Company ("Lender").

**RECITALS**

WHEREAS, City, Rivers Enterprises, Inc., the Charleston Gateway Center, LLC, and Rivers entered a Parking Agreement on July 20, 1999 (the "Agreement"); and

WHEREAS, after the entry of the Agreement, by deed dated December 11, 2001, recorded on December 14, 2001, in Book Y 390 at page 436 in the RMC Office for Charleston County, Rivers conveyed to Mazyck Holdings, LLC certain real property benefited by the Agreement and Mazyck Holdings, LLC, in turn, entered a ground lease for the real property with Charleston Gateway Center, LLC; and,

WHEREAS, the Lender made a loan to Charleston Gateway Center, LLC in October 2012, and, as part of the loan transaction, Mazyck Holdings, LLC and Charleston Gateway Center, LLC granted certain security for the indebtedness that included, among other things, a collateral assignment of the Agreement to Lender of the rights under the Agreement of Rivers, Mazyck Holdings, LLC, Rivers Enterprises, Inc., and Charleston Gateway Center, LLC by Assignment of Parking Agreement dated October 24, 2012, recorded on October 26, 2012, in Book 0287 at page 152 in the RMC Office for Charleston County; and,

WHEREAS, the City, Mazyck Holdings, LLC, Charleston Gateway Center, LLC, and Rivers Enterprises, Inc. consented to the collateral assignment of the Agreement to Lender in a Consent to Assignment of Parking Agreement dated October 23, 2012, recorded on November 2, 2012, in Book 0288 at page 838 in the RMC Office for Charleston County; and,

WHEREAS, the parties to the Agreement desire to amend the Agreement in the particulars set forth below, with the consent and concurrence of Mazyck Holdings, LLC and Lender.

NOW, THEREFORE, in consideration of the premises and the sum of One and 00/100 (\$1.00) Dollar paid by each of the parties to the others, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The fourth "Whereas" clause of the Agreement is amended by deleting therefrom the words "one hundred fifty (150)" and substituting in their place and stead the words "eighty (80)".
2. Paragraph 2 of the Agreement is deleted and replaced with the following:

The City hereby grants to Rivers a license for the use of eighty (80) parking spaces in the Gaillard Complex for use by Rivers and related entities in accordance with the same terms and conditions as the 1998 Agreement.

3. Paragraph 4 of the Agreement is amended by deleting the following sentences:

The City shall provide up to one hundred fifty (150) non-designated parking spaces to Rivers on a monthly basis in the Gaillard Complex. The City shall guarantee the availability of no less than one hundred (100) parking spacing spaces on the same basis. The one hundred fifty (150) spaces provided to Rivers may be reduced to the guaranteed minimum of one hundred (100) but no less.

These sentences shall be replaced with the following:

The City shall provide up to eighty (80) non-designated parking spaces to Rivers on a monthly basis in the Gaillard Complex. The City shall guarantee the availability of the eighty (80) spaces on the same basis.

In all other respects, Paragraph 4 of the Agreement remains unchanged.

4. Paragraph 5 of the Agreement is amended by deleting the words "one hundred fifty (150)", and by substituting in their place and stead the words "eighty (80)."

In all other respects, Paragraph 5 of the Agreement remains unchanged.

5. Paragraphs 6 and 9 of the Agreement are hereby deleted.
6. Paragraph 17 of the Agreement is deleted and replaced with the following:

This Agreement shall remain in full force and effect for a period of thirty (30) years, commencing on the date City Council ratifies the Ordinance approving this First Amendment, with Rivers being accorded the right to renew this Agreement for two additional 10-yr. terms; provided written notice of intent to renew being given to the City at least 180 days in advance of the expiration of the initial term or any renewal term.

7. In all other respects, the terms and conditions of the Agreement not specifically modified herein remain as stated in the Agreement and remain in full force and effect.

IN WITNESS WHEREOF, the City, John M. Rivers, Jr., Rivers Enterprises, Inc., Mazyck Holdings, LLC, Charleston Gateway Center, LLC, and Transamerica Financial Life Insurance Company, as of the day and year first above written, have caused this Agreement to be executed under seal.

[Signature Pages to Follow]

CITY OF CHARLESTON

\_\_\_\_\_  
Witness

By: \_\_\_\_\_(SEAL)

John J. Tecklenburg  
Mayor, City of Charleston

\_\_\_\_\_  
Witness/Notary

Attest: \_\_\_\_\_

Vanessa Turner-Maybank  
Clerk of Council

STATE OF SOUTH CAROLINA )

)

COUNTY OF CHARLESTON )

Before me, the undersigned Notary Public, personally appeared the City of Charleston by John J. Tecklenburg, its Mayor, and Vanessa Turner-Maybank, its Clerk of Council, who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2016, and acknowledged that they executed the same.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

(Signatures continue on following page)

Witnesses

JOHN M. RIVERS, JR.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON    )

Before me, the undersigned Notary Public, personally appeared John M. Rivers, Jr. who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2016, and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires:\_\_\_\_\_

(Signatures continue on following page)

Witnesses

RIVERS ENTERPRISES, INC.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
John M. Rivers, Jr., Its President

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON        )

Before me, the undersigned Notary Public, personally appeared Rivers Enterprises, Inc. by John M. Rivers, Jr., its President, who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2016, and acknowledged that he executed the same.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for South Carolina

(Signatures continue on following page)

Witnesses

CHARLESTON GATEWAY CENTER,  
L.L.C.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
John M. Rivers, Jr., its Manager

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON        )

Before me, the undersigned Notary Public, personally appeared Charleston Gateway Center, L.L.C. by John M. Rivers, Jr., its Manager, who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2016, and acknowledged that he executed the same.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for South Carolina

(Signatures continue on following page)

Witnesses

MAZYCK HOLDINGS, LLC

\_\_\_\_\_

By: Rivers Enterprises, Inc., its Manager

\_\_\_\_\_

By: \_\_\_\_\_  
John M. Rivers, Jr., its President

STATE OF SOUTH CAROLINA )

)

COUNTY OF CHARLESTON )

Before me, the undersigned Notary Public, personally appeared Mazyck Holdings, LLC, by Rivers Enterprises, Inc., its Manager, by John M. Rivers, Jr., its President, who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2016, and acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

(Signatures continue on following page)

Witnesses

\_\_\_\_\_

\_\_\_\_\_

TRANSAMERICA FINANCIAL LIFE  
INSURANCE COMPANY

By: Aegon USA Realty Advisors, LLC

Its: \_\_\_\_\_

Aegon USA Realty Advisors, LLC

By: \_\_\_\_\_

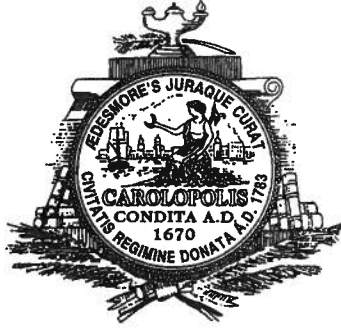
Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON        )

Before me, the undersigned Notary Public, personally appeared Transamerica Financial Life Insurance Company, by Aegon USA Realty Advisors, LLC its \_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_ who executed the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2016, and acknowledged that he/she executed the same.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Iowa



2.)  
Ratification  
Number \_\_\_\_\_

# AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2116 SAINT JAMES DRIVE (0.24 ACRE) (TMS# 343-02-00-073), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2116 Saint James Drive, (0.24 acre) is identified by the Charleston County Assessors Office as TMS# 343-02-00-073, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this \_\_\_\_\_ day of \_\_\_\_\_  
in the Year of Our Lord,  
2016, in the \_\_\_\_\_ Year of the Independence of the  
United States of America.

By:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Attest:

\_\_\_\_\_  
Vanessa Turner Maybank  
Clerk of Council

# Annexation Profile

**Parcel Address:** 2116 Saint James Drive

**Presented to Council:** 1/12/2016

**Status:** Received Signed Petition

**Owner Names:** Catherine G. Galloway

**Year Built:** 1952

**Parcel ID:** 3430200073

**Number of Units:** 1

**Number of Persons:** 0

**Race:** Vacant

**Acreage:** 0.24

**Mailing Address:** 2112 Saint James Drive

**Current Land Use:** Residential

**Address:** Charleston, SC 29412

**Current Zoning:** R-4

**Requested Zoning:** SR-1

**Recommended Zoning:** SR-1

**City Area:** James Island

**Appraised Value:** \$235,400.00

**Subdivision:** Riverland Terrace

**Assessed Value:** \$14,120.00

**Council District:** 11

**Stormwater Fees:** 72.00

**Within UGB:** Yes

<b>Police</b>	Located in existing service area - Team 3
<b>Fire</b>	Located in existing service area - Station 13
<b>Public Service</b>	
<b>Sanitation</b>	Located in existing service area. One additional stop.
<b>Storm Water</b>	Contiguous to existing service area.
<b>Streets and Sidewalks</b>	Additional State-maintained right-of-way
<b>Traffic and Transportation</b>	
<b>Signalization</b>	None
<b>Signage</b>	None
<b>Pavement Markings</b>	None
<b>Charleston Water Systems</b>	CWS provides water. James Island PSD provides sewer.
<b>Planning</b>	
<b>Urban Growth Line</b>	Property is a developed site within the line.
<b>City Plan (Century Five)</b>	Development and zoning are consistent with the City Plan.
<b>Parks</b>	Already being served.

**Notes/Comments:**

**City Plan  
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.  
Recommend annexation.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on James Island (approximately 0.24 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 343-02-00-073 (2116 Saint James Dr).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 24<sup>th</sup> day of  
November, 2015

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Catherine G. Galloway  
(Signature)

12-10-2015  
(Date)

CATHERINE G. GALLOWAY  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

# City of Charleston Annexation Map

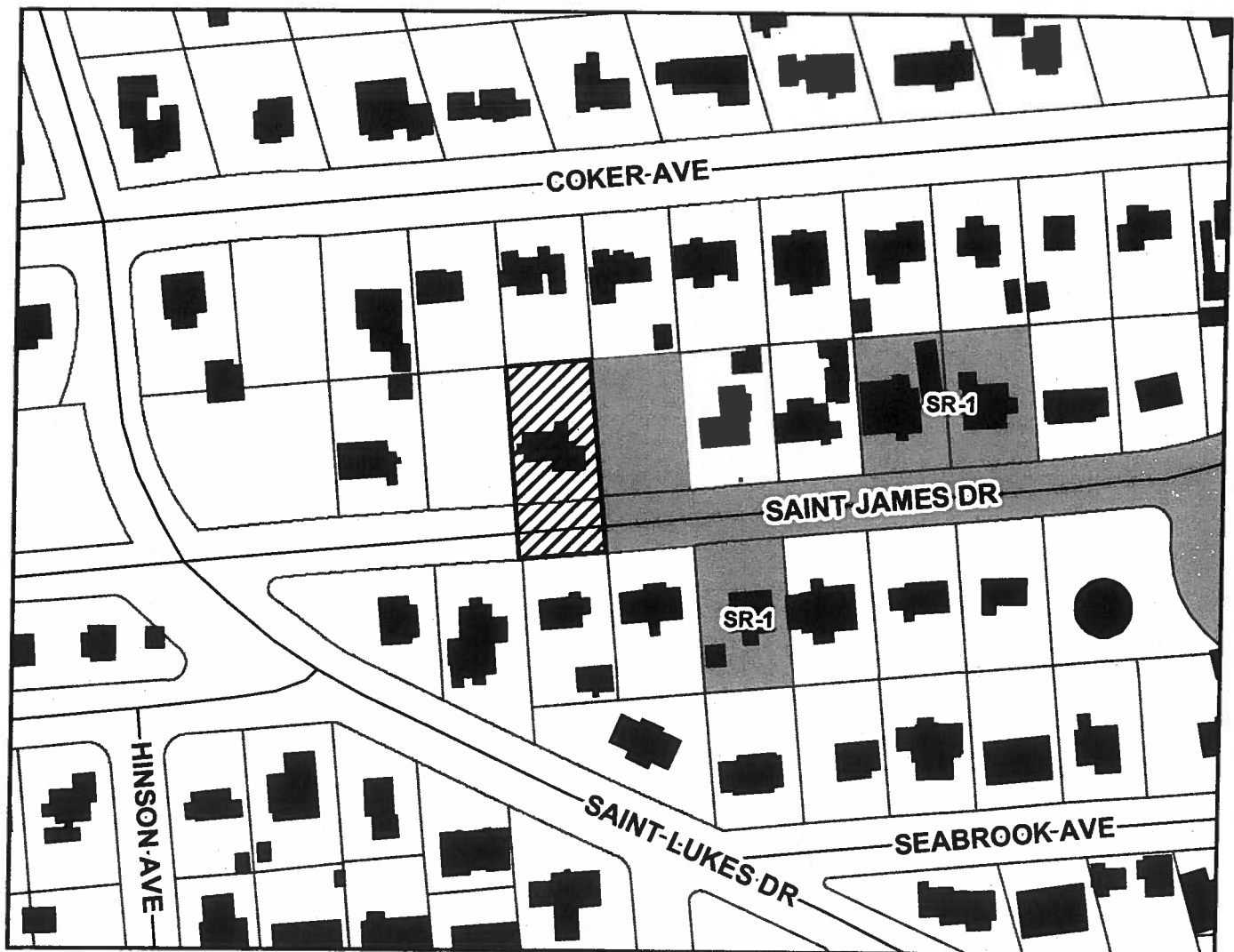
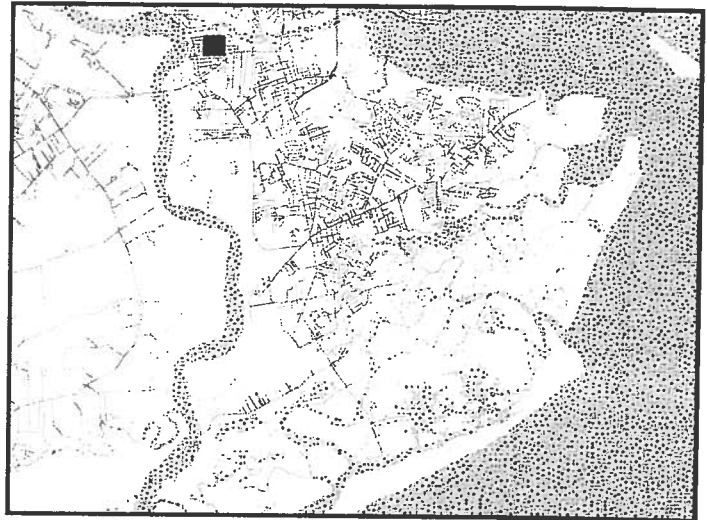
Parcel Address:  
2116 Saint James Drive

TMS #:  
3430200073

Acreage: 0.24

City Council District: 11

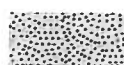
James Island



Subject Property



Corporate Limits  
City of Charleston



Water

